

to bear adequate directions for use. The product was misbranded in the above respects when introduced into, and while in, interstate commerce.

Misbranding (labeled bottles), Section 502 (a), the statement which appeared on the label "To Help Relieve: Excessive Falling Hair . . . Itching Scalp * * * Various Scalp Ills" was false and misleading since the product was not an effective treatment for such conditions.

Further misbranding, Section 502 (a), the label statement "With Lanolin" was misleading since the product also contained petrolatum; and, Section 502 (e) (2), the product was fabricated from two or more ingredients, and its label failed to bear the common or usual name of each active ingredient. The product was misbranded in the latter respects while held for sale after shipment in interstate commerce.

DISPOSITION: May 16, 1950. Default decree of condemnation and destruction.

3228. Misbranding of X-ray machine. U. S. v. 1 X-ray Machine, etc.
(F. D. C. No. 25820. Sample No. 3145-K.)

LABEL FILED: October 12, 1948, District of Maryland.

ALLEGED SHIPMENT: On or about May 14 and June 17, 1947, by the Westinghouse Electric Corp., from Omaha, Nebr.

PRODUCT: 1 X-ray machine with accessories at Baltimore, Md.

NATURE OF CHARGE: Misbranding, Section 502 (f) (1), the labeling of the device failed to bear adequate directions for use in that the labeling failed to state the conditions for which it was to be used.

DISPOSITION: April 25, 1949. Virginia Laboratories, Inc., Baltimore, Md., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the device be delivered to the claimant, under bond, to be sold or disposed of for uses which conform with the requirements of the law, under the supervision of the Food and Drug Administration. On June 30, 1950, the device was sold to a physician specializing in dermatology, for use in his practice.

DRUG FOR VETERINARY USE

3229. Misbranding of phenothiazine drench. U. S. v. 1 Drum * * *.
(F. D. C. No. 29489. Sample No. 69913-K.)

LABEL FILED: July 14, 1950, District of Kansas.

ALLEGED SHIPMENT: On or about February 16, 1950, by the Pearson-Ferguson Chemical Co., from Kansas City, Mo.

PRODUCT: 1 150-pound drum of *phenothiazine drench* at Lyndon, Kans. Examination showed that the product was powdered phenothiazine.

NATURE OF CHARGE: Misbranding, Section 502 (f) (1), the labeling of the article failed to bear adequate directions for use since no directions for use appeared therein; and, Section 502 (f) (2), the labeling failed to warn against use of the article in the treatment of sick, feverish, or physically weak animals, especially horses, since such animals should not be treated with the article except on the advice of a veterinarian.

DISPOSITION: September 26, 1950. Default decree of condemnation and destruction.

**DRUGS AND DEVICES ACTIONABLE BECAUSE OF DEVIATION FROM
OFFICIAL OR OWN STANDARDS**

3230. Adulteration of chorionic gonadotropin. U. S. v. 116 Vials * * *.
(F. D. C. No. 29355. Sample No. 74597-K.)

LIBEL FILED: June 7, 1950, Eastern District of New York.

ALLEGED SHIPMENT: On or about January 26 and March 2 and 8, 1950, from Orange, N. J.

PRODUCT: 116 vials of *chorionic gonadotropin* at Woodside, Long Island, N. Y.

LABEL, IN PART: (Vial) "Multiple Dose 10cc Vial Chorionic Gonadotropin 10,000 I. U."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it purported or was represented to possess, namely, 10,000 International Units of *chorionic gonadotropin*. The article was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: August 11, 1950. Default decree of condemnation and destruction.

3231. Adulteration and misbranding of Bantex cohesive gauze bandages. U. S. v. 38 Boxes * * *. (F. D. C. No. 29405. Sample No. 71324-K.)

LIBEL FILED: July 20, 1950, Southern District of California.

ALLEGED SHIPMENT: On or about May 15, 1950, by Brasel Products, Inc., from Batavia, Ill.

PRODUCT: 38 boxes of *Bantex cohesive gauze bandages* at Los Angeles, Calif.

RESULTS OF INVESTIGATION: Examination showed that the article was contaminated with micro-organisms. Statements in the labeling such as "Bantex Cohesive Gauze may be used instead of plain gauze" and "this gives the wound adequate protection" imply that the article was sterile and therefore suitable for such uses.

LABEL, IN PART: (Box) "Bantex Cohesive Gauze Bandage 10 Yard Rolls Totaling 12" of Width 12-1."

NATURE OF CHARGE: Adulteration, Section 501 (c), the purity and quality of the article fell below that which it purported to possess since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (a), a statement in an accompanying leaflet entitled "Bantex Cohesive Gauze Bandage" was false and misleading since it represented and suggested that the article was effective in the treatment and relief of varicose veins and sprains, whereas it was not effective in the treatment of varicose veins and sprains.

DISPOSITION: August 8, 1950. Default decree of condemnation and destruction.

3232. Adulteration of prophylactics. U. S. v. Klingfast Rubber Co. and Clyde W. Martin. Pleas of guilty. Corporation fined \$1,000 and individual defendant \$200, plus costs. (F. D. C. No. 29437. Sample Nos. 1144-K, 63849-K, 63850-K, 63853-K.)

INFORMATION FILED: July 7, 1950, Northern District of Ohio, against the Klingfast Rubber Co., a corporation, Akron, Ohio, and Clyde W. Martin, president of the corporation.

ALLEGED SHIPMENT: On or about October 13, 1948, and June 9 and 15 and November 1, 1949, from the State of Ohio into the State of Georgia.

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported or was represented to possess since it pur-